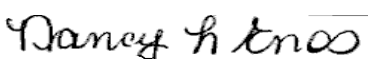


SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER N6890717RC09003		PAGE 1 OF 37	
2. CONTRACT NO. N6883617P1062		3. AWARD/EFFECTIVE DATE 30-Sep-2017		4. ORDER NUMBER		5. SOLICITATION NUMBER N6883617Q0148	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME ROBERT S. EDWARDS				b. TELEPHONE NUMBER (No Collect Calls) 904-542-1099	
8. OFFER DUE DATE/LOCAL TIME 10:00 AM 25 Sep 2017							
9. ISSUED BY CODE N68836 NAVSUP FLC JACKSONVILLE CONTRACTS DIV ROBERT EDWARDS 110 YORKTOWN AVE, 3RD FLOOR JACKSONVILLE FL 32212-0097 TEL: 904-542-1099 FAX:		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB NAICS: 561110 <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input checked="" type="checkbox"/> 8(A) SIZE STANDARD: \$7,500,000					
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS Net 30 Days		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
						14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO CODE N68907 NMETLC LCDR ROBERT A PILLITIERE 3630 STANLEY ROAD BLDG 2841 STE 1508 FORT SAM HOUSTON TX 78234		16. ADMINISTERED BY CODE SEE ITEM 9					
17a. CONTRACTOR/OFFEROR CODE 52XG5 FACILITY CODE DILLIGAS CORP MR. TREY POLLOCK 134 EAST MISTLETOE SAN ANTONIO TX 78212-3407 TELEPHONE NO. (210) 223-1100		18a. PAYMENT WILL BE MADE BY CODE HQ0248 DFAS ROME BUMED LIAISON 325 BROOKS ROAD ROME NY 13441-4527					
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input checked="" type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE						
25. ACCOUNTING AND APPROPRIATION DATA See Schedule					26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$251,172.36		
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 0 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.					<input checked="" type="checkbox"/> 29. AWARD OF CONTRACT: REF. N6883617Q0148 OFFER DATED <u>25-Sep-2017</u> . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE		
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) NANCY L. ENOS / CONTRACT SPECIALIST TEL: 904-542-1089 EMAIL: nancy.enos@navy.mil		31c. DATE SIGNED 29-Sep-2017	

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)				PAGE 2 OF 37			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
<p>SEE SCHEDULE</p>							
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____							
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE				32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE					32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
					32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER		34. VOUCHER NUMBER		35. AMOUNT VERIFIED CORRECT FOR		36. PAYMENT	
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL						<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER		40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				42a. RECEIVED BY <i>(Print)</i>			
				41c. DATE		42c. DATE REC'D <i>(YY/MM/DD)</i>	

Section SF 1449 - CONTINUATION SHEET

AUTHORITY

This award is conducted under the authority of Title 10 U.S.C. 2304(c)(5) for use of other than full and open competition.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		12	Months	\$20,448.00	\$245,376.00

Healthcare Training Analysts
FFP

Healthcare Training Analyst(s) to support the Department of Defense (DoD)
Healthcare Inter-service Training Office (HC-ITO) in accordance with the enclosed
Performance Work Statement (PWS).

Base Period of Performance: 30 September 2017 through 29 September 2018.

MILSTRIP: N6890717RC09003

PURCHASE REQUEST NUMBER: N6890717RC09003

SIGNAL CODE: A

ACRN AA

CIN: N6890717RC090030001

NET AMT

\$245,376.00

\$245,376.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002		1	Group	\$5,796.36	\$5,796.36 NTE

Travel and Per Diem

FFP

Travel in support of this requirement shall be conducted in accordance with the enclosed Performance Work Statement (PWS).. Contractor shall be authorized to travel expenses consistent with the substantive provisions of the Joint Travel Regulation (JTR) and the limitation of funds (Not to Exceed Amount) specified in this contract. Estimated 3-5 Trips Annually.

Not To Exceed (NTE) Amount: \$5,796.36

Base Period of Performance: 30 September 2017 through 29 September 2018.

MILSTRIP: N6890717RC09003

PURCHASE REQUEST NUMBER: N6890717RC09003

SIGNAL CODE: A

				NET AMT	\$5,796.36
	ACRN AA				\$5,796.36
	CIN: N6890717RC090030002				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001		12	Months	\$20,752.00	\$249,024.00

OPTION

Healthcare Training Analysts

FFP

Healthcare Training Analyst(s) to support the Department of Defense (DoD) Healthcare Inter-service Training Office (HC-ITO) in accordance with the enclosed Performance Work Statement (PWS)..

Option 1 Period of Performance: 30 September 2018 through 29 September 2019.

SIGNAL CODE: A

				NET AMT	\$249,024.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002		1	Group	\$5,970.26	\$5,970.26 NTE

OPTION

Travel and Per Diem

FFP

Travel in support of this requirement shall be conducted in accordance with the enclosed Performance Work Statement (PWS).. Contractor shall be authorized to travel expenses consistent with the substantive provisions of the Joint Travel Regulation (JTR) and the limitation of funds (Not to Exceed Amount) specified in this contract. Estimated 3-5 Trips Annually.

Not To Exceed (NTE) Amount: \$5,970.26

Option 1 Period of Performance: 30 September 2018 through 29 September 2019.

SIGNAL CODE: A

NET AMT	<hr/> \$5,970.26
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001		12	Months	\$21,056.00	\$252,672.00

OPTION

Healthcare Training Analysts

FFP

Healthcare Training Analyst(s) to support the Department of Defense (DoD) Healthcare Inter-service Training Office (HC-ITO) in accordance with the enclosed Performance Work Statement (PWS)..

Option 2 Period of Performance: 30 September 2019 through 29 September 2020.

SIGNAL CODE: A

NET AMT	<hr/> \$252,672.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002		1	Group	\$6,149.37	\$6,149.37 NTE

OPTION

Travel and Per Diem
FFP

Travel in support of this requirement shall be conducted in accordance with the enclosed Performance Work Statement (PWS).. Contractor shall be authorized to travel expenses consistent with the substantive provisions of the Joint Travel Regulation (JTR) and the limitation of funds (Not to Exceed Amount) specified in this contract. Estimated 3-5 Trips Annually.

Not To Exceed (NTE) Amount: \$6,149.37

Option 2 Period of Performance: 30 September 2019 through 29 September 2020.
SIGNAL CODE: A

NET AMT

 \$6,149.37

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001		12	Months	\$21,360.00	\$256,320.00

OPTION

Healthcare Training Analysts
FFP

Healthcare Training Analyst(s) to support the Department of Defense (DoD) Healthcare Inter-service Training Office (HC-ITO) in accordance with the enclosed Performance Work Statement (PWS)..

Option 3 Period of Performance: 30 September 2020 through 29 September 2021.
SIGNAL CODE: A

NET AMT

 \$256,320.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002		1	Group	\$6,333.85	\$6,333.85 NTE

OPTION

Travel and Per Diem

FFP

Travel in support of this requirement shall be conducted in accordance with the enclosed Performance Work Statement (PWS).. Contractor shall be authorized to travel expenses consistent with the substantive provisions of the Joint Travel Regulation (JTR) and the limitation of funds (Not to Exceed Amount) specified in this contract. Estimated 3-5 Trips Annually.

Not To Exceed (NTE) Amount: \$6,333.85

Option 3 Period of Performance: 30 September 2020 through 29 September 2021.

SIGNAL CODE: A

NET AMT	<hr/>	\$6,333.85
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001		12	Months	\$21,664.00	\$259,968.00

OPTION

Healthcare Training Analysts

FFP

Healthcare Training Analyst(s) to support the Department of Defense (DoD) Healthcare Inter-service Training Office (HC-ITO) in accordance with the enclosed Performance Work Statement (PWS)..

Option 4 Period of Performance: 30 September 2021 through 29 September 2022.

SIGNAL CODE: A

NET AMT	<hr/>	\$259,968.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4002		1	Group	\$6,523.87	\$6,523.87 NTE

OPTION

Travel and Per Diem
FFP

Travel in support of this requirement shall be conducted in accordance with the enclosed Performance Work Statement (PWS).. Contractor shall be authorized to travel expenses consistent with the substantive provisions of the Joint Travel Regulation (JTR) and the limitation of funds (Not to Exceed Amount) specified in this contract. Estimated 3-5 Trips Annually.

Not To Exceed (NTE) Amount: \$6,523.87

Option 4 Period of Performance: 30 September 2021 through 29 September 2022.
SIGNAL CODE: A

NET AMT

\$6,523.87PERFORMANCE WORK STATEMENT

HEALTHCARE INTER-SERVICE TRAINING OFFICE HEALTHCARE TRAINING ANALYST(S)

1.0. DESCRIPTION OF SERVICES / GENERAL INFORMATION. Unless otherwise described in this Performance Work Statement; the Contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items necessary to perform the non-personal services set forth herein.

1.1. DESCRIPTION OF SERVICES. This is a non-personal services contract to provide Healthcare Training Analyst Services (Analysts) to support the Department of Defense Healthcare Inter-service Training Office (HC-ITO) reviews of courses/specialties in accordance with the phasing identified in the course transition plan. Contractor shall perform the following tasks to the standards as specified in this contract (further outlined in Section 4.0):

1.1.1. Analyze and assess medical training programs for possible multi-Service consolidation including comparison of training requirements and methods, determination of course development and implementation time, and resource and funding requirements for implementation. Further, contractor shall provide technical assistance with inter-Service communication, electronic data management, consultation and guidance;

1.1.2. Review education and training and related activities of approximately 35 (currently) consolidated medical training programs for course or curricular realignments, major functional training area realignments, standardization, administrative or management improvement and evaluation;

1.1.3. Coordinate and facilitate routine and ad hoc training review studies with service representatives to identify common training and best practices from existing service training, service requirements and accrediting agency requirements;

1.1.4. Prepare final study reports outlining curriculum and resource requirements and monitor service responses to these reports;

1.1.5. Research, develop and manage databases;

1.1.6. Schedule and coordinate training studies process improvement working groups; ad hoc departmental briefs; and Inter-service Training Advisory Board meetings.

1.2. GENERAL INFORMATION.

1.2.1. PERSONNEL. The Contractor shall provide experienced personnel, as outlined in section 1.3, to perform the required non-personal services. The Government and the Contractor understand and agree that the services to be delivered are non-personal services and both parties recognize and agree that no employer-employee relationship exist between the Government and the Contractor and/or between the Government and the Contractor's employees. Contractor personnel performing under this contract shall not be placed in a position where they are employed by a Federal Officer or are under the supervision, direction, or evaluation of a Federal Officer, military or civilian.

1.2.2. The Contractor shall appoint a local Project Manager and alternate who shall be responsible for the overall management/supervision of assigned Contractor personnel. The names of the Project Manager and alternate shall be designated in writing to the COR prior to the commencement of performance. The local Project Manager or the designated alternate shall be available during normal duty hours to meet with the COR and/or authorized Government personnel within two (2) hours to discuss problem areas.

1.2.3. Contractor personnel shall conform to standards of conduct and code of ethics, which are consistent with those applicable to Government employees as provided in the Joint Ethics Regulation (JER) DoD Directive 5500.7-R. Contractor personnel shall present a neat professional appearance and be easily identified. At a minimum, this shall be accomplished by wearing/displaying appropriate badges (ID Cards) at all times. ID Cards shall, at minimum, contain a current (less than three years) photograph of the Contractor employee, Contractor employee name, and Contractor name. Contractor employees are further encouraged to wear distinctive clothing bearing the company name. The Contractor's personnel shall not present an unfavorable appearance, reflect discredit upon or embarrass the U.S. Government. The removal from the job site or dismissal of contract personnel from the premises shall not relieve the Contractor of the requirement to provide sufficient personnel to perform the services as required by this PWS.

1.2.4. The Contractor shall comply with all applicable laws, rules and regulations.

1.2.5. All personnel employed by the Contractor to perform under this contract shall be able to read, write, comprehend, and speak fluent English.

1.2.6. All personnel employed in their specific positions shall be deemed to be fully capable to perform the duties for the position for which they were hired.

1.3. SPECIAL QUALIFICATIONS/CERTIFICATIONS.

1.3.1. Contractor employees shall have demonstrable experience, education and training to perform the duties of the position. The Contractor shall provide, at the request of the Government, evidence of any experience, education or training. This information may be in the form of a resume.

Qualified candidates shall have the following education/experience/skills:

1.3.1.1. Hold at a minimum, a Bachelor's degree in Education from an accredited institution recognized by the U.S. Department of Education; or a Bachelor's degree in any field of study from an accredited institution recognized by the U.S. Department of Education that includes or is supplemented by at least 24 semester hours appropriate to the work of the position to be filled. At a minimum, the course work must include study in at least four (4) of the following five (5) areas:

- Learning Theory, Psychology of Learning, Educational Psychology.
- Instructional Design Practices.
- Educational Evaluation.

- Instructional Product Development.
- Computers in Education and Training.

1.3.1.2. Minimum five years knowledge and experience in an education training field or related area.

1.3.1.3. Knowledge of the Systems Approach to Training and Instructional Design Processes.

1.3.1.4. Ability to brief Flag Officers, work with senior leadership, facilitate groups of very diverse personnel, think out of the box, and work harmoniously with groups from all Services.

1.3.1.5. Ability to build cooperative relationships with external organizations.

1.3.1.6 Minimum three years with development and management of Microsoft Office products, Microsoft Project, Access and various database systems.

1.4. PERIOD OF PERFORMANCE. The period of performance shall be for one (1) 12-month Base Period with four (4) 12-month Option Periods to be exercised at the discretion of the Government.

Base Period:	30 September 2017 through 29 September 2018
Option Period I:	30 September 2018 through 29 September 2019
Option Period II:	30 September 2019 through 29 September 2020
Option Period III:	30 September 2020 through 29 September 2021
Option Period IV:	30 September 2021 through 29 September 2022

1.5. GENERAL INFORMATION.

1.5.1. PLACE OF PERFORMANCE. Work performed in accordance with this PWS shall primarily take place at the Health Care Inter-service Training Office, 3630 Stanley Rd. Bldg. 2841, room 1508 Fort Sam Houston, Texas.

1.5.2. SECURITY AND SAFETY.

1.5.2.1. IDENTIFICATION OF PRIVACY ACT. Any records must be dealt in accordance with the Privacy Act of 1974 as well as Health Insurance Portability and Accountability Act (HIPAA) of 1996.

1.5.2.2. Neither the Contractor nor any of its contract service providers shall disclose or cause to disseminate any information concerning operations of military activities. Such action(s) could result in violation of the contract and possible legal actions.

1.5.2.3. All inquiries, comments or complaints arising from any matter observed, experienced, or learned of as a result of or in connection with the performance of this contract, the resolution of which may require the dissemination of official information, shall be directed to the Contracting Officer's Representative (COR).

1.5.2.4. The Contractor shall only conduct business with designated Government personnel listed as points of contact (POCs). Names of authorized personnel will be provided to the Contractor by the Government, in writing, and updated as necessary throughout the contract period.

1.5.2.5. SECURITY ENVIRONMENT. Contractor personnel shall be responsible for compliance with Government Security Programs in accordance with DoD Directives.

1.5.2.6. SECURITY BADGES. Contract personnel shall wear a badge that clearly identifies them as a contract employee. The badge shall contain, at a minimum: personal picture, name of employee, and Contractor's name. Badges shall be worn on the outer garment in full view at all times, attached to the outer shirt or jacket pocket by a button or clip or worn around the neck secured by an appropriate identification card lanyard.

1.5.2.7. Contractor personnel shall obtain a vehicle pass for access to the facilities and Common Access Cards (CAC) for computer access.

1.5.2.8. All personnel requiring network access shall sign an acceptable use policy (AUP) and accomplish user training prior to being granted a network account.

1.5.2.9. INSTALLATION PASSES. The COR will coordinate the issuance of required installation passes to Contractor personnel, if applicable.

1.5.2.10. The Contractor shall comply with all applicable federal, state and local laws and ensure performance is secure while protecting material, equipment, and supplies from damage and loss. Government security personnel shall have the express right to inspect for security violations at any time during the term of the contract.

1.5.2.11. The Contractor shall be responsible for safeguarding all Government equipment, information and property provided for Contractor use. At the close of each work period, Government facilities, equipment and materials shall be secured.

1.5.2.12. KEY CONTROL. The Contractor shall establish and implement methods of making sure all keys/key cards issued to the Contractor by the Government are not lost or misplaced and are not used by unauthorized persons. NOTE: All references to keys include key cards. No keys issued to the Contractor by the Government will be duplicated. The Contractor shall develop procedures covering key control that shall be included in the Quality Control Plan. Such procedures shall include turn-in of any issued keys by personnel who no longer require access to locked areas. The Contractor shall immediately report any occurrences of lost or duplicate keys/key cards to the COR.

1.5.2.13. COMMON ACCESS CARD (CAC) AND BADGE CONTROL AND CONTRACTOR VERIFICATION SYSTEM (CVS). The Contractor shall develop and implement procedures to ensure that the CAC and badges issued to the Contractor by the Government are safeguarded and returned immediately upon termination of a Contractor employee. While on duty, Contractor personnel shall wear identification badges, provided by the Government, displaying the employee's name, position, and the name of the Contractor. All Government-furnished badges shall be returned on the last date of employment in accordance with directions provided by the Government COR.

1.5.2.14. In the event a CAC or badge is misplaced, stolen, or lost, the Government will replace, at the Contractors expense, the CAC and/or badge after it has been properly reported to the COR and 502 SFS.

1.5.2.15. CONTRACTOR VERIFICATION SYSTEM (CVS). Employee identification data shall be provided by the Contractor to the Government COR or designee for registration of contract employees in the CVS for issuance of a CAC.

1.5.2.16. DEFENSE BIOMETRIC IDENTIFICATION SYSTEM (DBIDS)

The Defense Biometric Identification System (DBIDS) is a DoD-owned and operated system developed by Defense Manpower Data Center as a force protection program to manage personnel identity and access at DoD installations. DBIDS is a network database system designed to easily verify access authorization of personnel entering military installations by using barcodes and fingerprint biometric identifications.

To improve management and force protection at Navy installations, the Navy is transitioning from using the Navy Commercial Access Control System (NCACS) to the Defense Biometric Identification System (DBIDS) for contractors and vendors requiring access to an installation at no cost to them. The transition will begin 17 April and individuals will have up to 180 days to obtain the permanent card. After August 14, 2017, NCACs cards will no longer be accepted.

In order to obtain base access, an individual needs to acquire DoD sponsorship, have a thorough identity check, be properly vetted, and have a legitimate reason for base access. Identity checks require a passport or a Real ID Act-

compliant state driver's license. Vetting occurs when the individual's background and ID are compared against authoritative criminal justice data bases, and the individual has a letter or official document from the sponsoring organization which articulates the reason for access. When the above criteria are satisfactorily met, DBIDs credentials are issued.

For more information <https://www.cnmc.navy.mil/om/dbids.html>

1.5.2.17. IN-PROCESSING REQUIREMENT. Contractor personnel shall administratively in-process prior to commencement of work. In-processing shall be done in accordance with established installation policy.

1.5.2.18. OUT-PROCESSING REQUIREMENT. The Contractor Site Manager shall provide written notice to the designated Government COR whenever a contract employee ceases employment under this contract. The contract employee's name will be removed from the CVS. The Contractor shall ensure the contract employees out-process is in accordance with established Government procedures.

1.6. PHYSICAL REQUIREMENTS AND WORK ENVIRONMENT.

1.6.1. The work is primarily performed in an office setting involving normal day-to-day risks and discomforts. The Contractor shall be responsible for ensuring that their employees are familiar with and follow normal safety precautions typical in an office environment.

1.6.2. Contractor personnel shall be capable of sitting and/or standing for long periods of time and be involved in recurring activities such as bending, stooping, stretching, reaching, hearing, climbing stairs, or lifting small items such as reams of printer paper and other desk type items.

1.7. TRAVEL.

1.7.1. CONUS TRAVEL: CONUS travel shall be required during the performance of this contract to attend meetings, conferences, and training. Contractor shall be authorized to travel expenses consistent with the substantive provisions of the Joint Travel Regulation (JTR) and the limitation of funds (Not to Exceed Amount) specified in this contract. All travel requires Contracting Officer Representative approval/authorization. Travel must be approved in advance by the COR and allowable amounts shall be paid to the Contractor under the Travel CLIN (but not exceeding the amount specified herein).

1.7.1.1. CONTRACTOR REQUEST AND GOVERNMENT APPROVAL OF TRAVEL:

Travel, subsistence, and lodging shall be paid to the Contractor only to the extent that it is necessary and authorized for performance of the work under this contract. The amounts for travel, subsistence, and lodging shall be paid to the Contractor in accordance with the Federal Acquisition Regulation (FAR) 31.205-46. As specified in FAR 31.205-46(a)(2), payment for the amounts incurred for lodging, meals, and incidental expenses (as defined in the travel regulations cited in paragraphs below), shall be considered to be reasonable and allowable only to the extent that they do not exceed on a daily basis the maximum Per Diem rates in effect at the time of travel as set forth in the following:

- a. Federal Travel Regulation prescribed by the General Services Administration for travel in the contiguous 48 United States; or
- b. Joint Travel Regulation, Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense for travel in Alaska, Hawaii, and outlying areas of the United States.
- c. Standardized regulation (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances for Foreign Areas," prescribed by the Department of State, for travel in areas not covered in (a)(2)(i) and (ii) of FAR 31.205-46.

Personnel in travel status from and to the Contractor's place of business and designated performance site or vice versa, shall be considered to be performing work under the contract, and Contractor shall bill such travel time; however, such billing shall not exceed eight hours per person while in travel status during one calendar day.

Amounts shall be allowable only if the Contractor provides the following information to the COR:

- a. Date and place (city, town, state, country or other similar designation) of the expenses;
- b. Purpose of the trip; and
- c. Name of person on trip and that person's title or relationship to the Contractor.

1.7.1.2. PER DIEM: The Contractor shall not be paid per diem for Contractor personnel who reside in the metropolitan area in which the tasks are being performed. Per Diem shall not be paid on services performed at any location within a radius of 50 miles of the Contractor's primary place of performance identified at paragraph 1.5.1 of this PWS.

1.7.1.3 TRAVEL & PER DIEM ESTIMATE:

Estimate: 3-5 trips per year.

1.7.1.4 TRAVEL LOCATIONS

Ft. Rucker, AL
NWS Yorktown, VA
Ft. Detrick, MD

The above destinations represent the most likely travel assignments; however, travel shall not be limited to these destinations. Travel claims shall be submitted within 5 days of travel completion.

1.7.2. UNSCHEDULED CHANGE OF PLACE OF PERFORMANCE. The Contractor shall be required to occasionally travel to offsite training locations in the local area via personally owned vehicle(s).

1.8. QUALITY ASSURANCE.

1.8.1. QUALITY ASSURANCE: The Government will evaluate the Contractor's performance under this contract in accordance with the Quality Assurance Surveillance Plan (QASP). The QASP describes how the agency will survey, observe, test, sample, evaluate and document the Contractors performance in meeting critical performance standards identified in the contract.

1.9. HOURS AND DAYS OF OPERATION.

1.9.1. Work hours may differ depending on the operational requirements of the Government work site activity, to which the contract employee is assigned.

RECOGNIZED FEDERAL GOVERNMENT HOLIDAYS:

New Year's Day	Dr. Martin Luther King Jr's Birthday	Presidents Day
Memorial Day	Independence Day	Labor Day
Columbus Day	Veteran's Day	Thanksgiving Day
Christmas Day		

1.9.2. STANDARD WORK HOURS: Work Hours shall consist of an 8 hour day and will be accomplished between 0600hrs and 1800hrs, Monday through Friday, excluding Federal Holidays. Contract Personnel shall be authorized absences for Federal Holidays and Contractor provided Vacation absences. Contractor shall coordinate with COR to obtain mission needs before approving vacation for contract personnel.

1.10. CONTRACTNG OFFICER'S REPRESENTATIVE (COR). The COR will be identified by separate letter. The COR monitors all technical aspects of the contract and assists in contract administration. The COR is authorized

to perform the following functions: assure that the Contractor performs the technical requirements of the contract; perform inspections necessary in connection with contract performance; maintain written and oral communications with the Contractor concerning technical aspects of the contract; issue written interpretations of technical requirements, including Government drawings, designs, specifications; monitor Contractor's performance and notifies both the Contracting Officer and Contractor of any deficiencies; and provide site entry of Contractor personnel. A letter of designation issued to the COR, a copy of which is sent to the Contractor, states the responsibilities and limitations of the COR, especially with regard to changes in cost or price, estimates or changes in delivery dates. The COR is not authorized to change any of the terms and conditions of the resulting order.

1.11. POST AWARD CONFERENCE / PERIODIC PROGRESS MEETINGS. The Contractor agrees to attend any post award conference convened by the contracting activity (this may be telephone or in person) or contract administration office in accordance with Federal Acquisition Regulation Subpart 42.5. The Contracting Officer (KO), COR and other Government personnel, as appropriate, may meet periodically with the Contractor to review the Contractor's performance. At these meetings the COR will apprise the Contractor of how the Government views the Contractor's performance and the Contractor shall apprise the Government of any problems being experienced. Appropriate action shall be taken to resolve outstanding issues. These meetings shall be at no additional cost to the Government.

1.12. IDENTIFICATION OF CONTRACTOR EMPLOYEES. All contract personnel attending meetings, answering Government telephones, and working in other situations where their Contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression in the minds of members of the public that they are Government officials. They must also ensure that all documents or reports produced by Contractors are suitably marked as Contractor products or that Contractor participation is appropriately disclosed.

1.13. DATA RIGHTS. The Government has unlimited rights to all documents/material produced under this contract. All documents and materials, to include the source codes of any software, produced under this contract shall be Government owned and are the property of the Government with all rights and privileges of ownership/copyright belonging exclusively to the Government. These documents and materials may not be used or sold by the Contractor without written permission from the Contracting Officer. All materials supplied to the Government will be the sole property of the Government and may not be used for any other purpose. This right does not abrogate any other Government rights.

1.14. PROPRIETARY STATEMENT. The Government rights in data first produced, created, or generated and required to be delivered under this contract shall be described in DFARS 252.227-7020, Rights in Special Works. All data received, processed, evaluated, loaded, and/or created, as a result of this contract, shall remain the sole property of the Government. In accordance with DFARS 227.7205(b), Contracts for Special Works; the Contractor and Government will negotiate a special license which specifically restricts the Contractor's use or disclosure rights.

Performance may require the Contractor to access data and information proprietary to a Government agency, another Government Contractor, or of such nature that its dissemination or use, other than as specified in this PWS, would be adverse to the interests of the Government and/or others. Neither the Contractor nor the Contractor personnel shall divulge or release any data or information developed or obtained under performance of this contract except to authorized Government personnel. The Contractor shall not use, disclose, or reproduce proprietary data that bears a restrictive legend, other than as specified in this PWS. Information identified by any Government personnel as sensitive information (Exemption 2 through 9 DoD Privacy Act program: DoD 5400.7-R) shall be handled and processed as For Official Use Only (FOUO). Information identified as medical quality assurance information (DoD 6040.37) shall be processed as FOUO.

1.15. ORGANIZATIONAL CONFLICT OF INTEREST. Contractor and subcontractor personnel performing work under this contract may receive, have access to or participate in the development of proprietary or source selection information (e.g., cost or pricing information, budget information or analyses, specifications or work statements, etc.) or perform evaluation services which may create a current or subsequent Organizational Conflict of Interests (OCI) as defined in FAR Subpart 9.5. The Contractor shall notify the Contracting Officer immediately whenever it becomes aware that such access or participation may result in any actual or potential OCI and shall promptly submit a plan to the Contracting Officer to avoid or mitigate any such OCI. The Contractor's mitigation

plan will be determined to be acceptable solely at the discretion of the Contracting Officer and in the event the Contracting Officer unilaterally determines that any such OCI cannot be satisfactorily avoided or mitigated, the Contracting Officer may affect other remedies as he or she deems necessary, including prohibiting the Contractor from participation in subsequent contracted requirements which may be affected by the OCI.

1.16. ENTERPRISE-WIDE CONTRACTOR MANPOWER REPORTING APPLICATION (ECMRA).

The Contractor shall report labor hours (including Subcontractor labor hours) required for performance of services provided under this contract for the **Healthcare Inter-service Training Office (HC-ITO), Healthcare Training Analyst** via a secure data collection site.

The Contractor is required to completely fill in all required data fields using the following web address: <http://www.ecmra.mil/>, and then click on “Department of the Navy CMRA” or the icon of the DoD organization that is receiving or benefitting from the contracted services. Contracted services excluded from reporting are based on Product Service Codes (PSCs). The excluded PSCs are:

- (1) W, Lease/Rental of Equipment;
- (2) X, Lease/Rental of Facilities;
- (3) Y, Construction of Structures and Facilities;
- (4) D, Automatic Data Processing and Telecommunications, IT and Telecom- Telecommunications Transmission (D304) and Internet (D322) ONLY;
- (5) S, Utilities ONLY;
- (6) V, Freight and Shipping ONLY.

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at <https://doncmra.nmci.navy.mil>.

2.0. SERVICE SUMMARY.

2.1. The Government will assess the Contractor’s performance under this contract using the procedures specified in the Performance Requirements Summary (PRS). Contractor shall address and correct any area identified as unsatisfactory.

Performance Element	Performance Requirement	Surveillance Method	Frequency	Acceptable Quality Level (AQL)
The Contractor shall facilitate healthcare consolidation studies IAW with the HC-ITO timeline. Completed study reports will be staffed and submitted for review IAW ITRO procedures.	PWS: 4.1.1 4.1.7 4.1.8 4.1.9 4.1.10	Inspection by the COR	Monthly	95% No more than 5% of the work shall be turned in late and/or be incomplete.
The Contractor shall develop study templates, track suspense’s, create briefings, document information, and coordinate ITO office activities IAW ITRO procedures and provide administrative assistance as required to support the work of the HC-ITO.	PWS: 4.1.2 4.1.6 4.1.8 4.1.9 4.1.10 4.1.11 4.1.12 4.1.19 4.1.23	Inspection by the COR	Monthly	95% No more than 5% noticeable mistakes.

The Contractor shall research, develop, and maintain training data repository to manage and analyze study information. This will enable easy analysis of study data and quick response to queries IAW ITO timelines and suspense's.	PWS: 4.1.24	Inspection by the COR	Monthly	95% No more than 5% noticeable mistakes.
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3.0. GOVERNMENT PROPERTY FURNISHED AND SERVICES.

3.1. GENERAL. The Government will provide the facilities, equipment, materials, and/or services listed below.

3.2. FACILITIES. The Government will provide the necessary workspace for the Contractor staff to provide the support outlined in this PWS to include desk space, telephones, computers, and other items necessary to maintain an office environment throughout the term of the contract.

3.3. UTILITIES. The Government will provide all utilities in the facility needed for the Contractor's use in performance of tasks outlined in this PWS throughout the term of the contract. The Contractor shall instruct employees in utilities conservation practices.

3.4. EQUIPMENT. The Government will provide access to equipment such as scanners, copiers, fax machines, printers, etc. to accomplish the tasks outlined in this PWS throughout the term of the contract.

3.5. MATERIALS. The Government will provide Standard Operating Procedures, policies, regulations, instructions and any other documentation necessary to accomplish the tasks outlined in this PWS throughout the term of the contract.

4.0. TASKS. Contractor personnel shall provide healthcare analyst services as listed herein.

4.1. HEALTHCARE ANALYST(S).

Requirement has historically been accomplished with two (2) Full Time Equivalents (FTE).

4.1.1. Provide consultation, advice, technical assistance, and guidance to Services to facilitate the ongoing review and analysis of approximately 35 military medical programs and associated training requirements.

4.1.2. Assist the HC-ITO review process by development of Task Alignment Matrices that align each Service's critical baseline tasks for all skill levels with current active and reserve component critical tasks and supporting skills and knowledge and documenting each by learning domains and hierarchy.

4.1.3. Research and identify effective and efficient short and long-term combinations of single/multiple means and technologies to deliver instruction and provide feedback on research results for apx 73 courses to the HC-ITO reviewers.

4.1.4. Facilitate approximately 4 monthly training program analyses and develop recommendations for realignment/redesign of military medical training for the three (3) services including evaluation of facility, equipment, manpower and financial requirements for execution of recommendations. Provide analysis of length of development of curriculum and estimated implementation date.

4.1.5. Research to identify training that is conducive to the incorporation of distance learning including analysis of equipment, manpower and financial requirement of implementation and provides feedback to HC-ITO reviewers on apx 73 courses.

- 4.1.6.** Develop recommendations for decreasing duplication, overhead and excess across all services by consolidating or collocating formal training functions to reduce costs and improve joint deployability and interoperability within the DoD.
- 4.1.7.** Plans, coordinates and facilitates multiple monthly group meetings (apx 40) and process improvement working groups discussing complex issues in a professional manner, with the ability to communicate effectively and handle difficult situations well. Documents details of each session in official minutes to HC-ITO reviewers.
- 4.1.8.** Presents findings and recommendations to senior military officers and civilians in formal written reports and briefings.
- 4.1.9.** Provide program support to HC-ITO to include documentation, planning, scheduling, coordination, facilitation, reporting, and research to execute apx 4-5 HC-ITO reviews per month.
- 4.1.10.** Provide comprehensive documentation of the required information and recommendations for training development and implementation.
- 4.1.11.** Document a comprehensive task requirements list for apx 73 medical specialties.
- 4.1.12.** Develop a milestone implementation plan, to include proposed times for completion of each task/course review.
- 4.1.13.** Review Service Medical Career Management (SMCM) fields.
- 4.1.14.** Coordinate approximately 150 Government furnished information (GFI) provided by the services each year. Document all GFI via ITRO portal using electronic Staff Action Form (SAF). Maintain historical SAF documents in HC-ITO database for reference.
- 4.1.15.** Document final critical tasks and supporting skill/knowledge baselines as identified by service Subject Matter Experts (SME).
- 4.1.16.** Research the market to identify technologies that will enhance training results.
- 4.1.17.** Classify each behavioral objective by learning domains (affective, cognitive and psychomotor) and further identify it's hierarchy of learning (knowledge-based, synthesis and application).
- 4.1.18.** Document instructional redesign of HC-ITO identified critical tasks that support standardized individual training requirements for all three services.
- 4.1.19.** Determine training that is specific to the needs of the individual services.
- 4.1.20.** Make recommendations to achieve optimum outcomes in tri-service enlisted medical training.
- 4.1.21.** Conduct training analysis to support course transition plan IAW services guidance.
- 4.1.22.** Establish and recommend plan(s) to integrate the best practices of all the services' enlisted medical training.
- 4.1.23.** Provide administrative assistance as required to support HC-ITO reviews of courses/specialties in accordance with the phasing identified in the course transition plan. Administrative support will include general administrative support, suspense management, meeting documentation, research, development and management of databases, scheduling, and coordination.
- 4.1.24.** Research, develop, and maintain training data repository to manage and analyze study information. Repository data shall be developed and maintained to allow easy analysis of study data and quick response to queries IAW ITO timelines and suspense management.

5.0. DELIVERABLES. Deliverables are required in accordance with the following schedule.

Deliverable	Frequency	# of Copies	Medium Format	Submit to
Study Reports	Due IAW ITRO timelines and suspense's	Electronic copy	Electronic version	Director, HC-ITO
Monthly Activity Report Log of HC-ITO Activities and Meeting Status	Due no later than the 5th of each month.	Electronic copy	Electronic version	Director, HC-ITO
Data Repository	Report monthly on status (in monthly activity report)	Electronic copy	Electronic version	Director, HC-ITO

6.0 DEFINITIONS AND ACRONYMS:

6.1. DEFINITIONS:

CONTRACTOR: A party that enters into a CONTRACT with the Government. In the context of DEBARMENT or SUSPENSION, any individual or other legal entity that directly or indirectly (through an affiliate) submits offers for or receives a Government contract, that may reasonably be expected to submit offers for or receive a Government contract, or that conducts business (or may reasonable be expected to conduct business) with the Government as an agent or representative of another Contractor.

CONTRACTING OFFICER (KO): A person with the authority to enter into, administer, and/or terminate contracts, and make related determinations and findings on behalf of the Government. Note: The only individual who can legally obligate the Government.

CONTRACTING OFFICER'S REPRESENTATIVE (COR): An individual, including a Contracting Officer's Technical Representative (COTR), designated and authorized in writing by the Contracting Officer to perform specific technical or administrative functions. The COR does NOT have the authority to change the terms and conditions of the contract.

DEFECTIVE SERVICE: A service output that does not meet the standard of performance associated with the Performance Work Statement.

DELIVERABLE: An end item that can be physically delivered, but may include non-physical items such as meeting minutes.

KEY PERSONNEL: Contractor personnel that are evaluated in a source selection process and that may be required to be used in the performance of a contract by the Key Personnel listed in the Performance Work Statement. When key personnel are used as an evaluation factor in best value procurement, an offer can be rejected if it does not have a firm commitment from the persons that are listed in the proposal.

PHYSICAL SECURITY: Actions that prevent the loss or damage of Government property.

QUALITY ASSURANCE: The Government procedures to verify that services being performed by the Contractor are performed according to acceptable standards.

QUALITY ASSURANCE SURVEILLANCE PLAN (QASP): A plan describing how the agency will survey, observe, test, sample, evaluate and document the Contractor's performance in meeting critical performance standards identified in the contract.

QUALITY CONTROL: Tasks performed by Contractors to improve the quality of the organization's output.

SUBCONTRACTOR: Any individual or legal entity which enters contract with the PRIME CONTRACTOR. The Government does not have privity of contract with the subcontractor.

WORK DAY: The number of hours per day the Contractor provides services in accordance with the contract.

WORK WEEK: Defined as Monday through Friday, unless specified otherwise.

6.2. ACRONYMS:

AR	Army Regulation
CCE	Contracting Center of Excellence
CFR	Code of Federal Regulations
CONUS	Continental United States (excludes Alaska and Hawaii)
COR	Contracting Officer Representative
COTR	Contracting Officer's Technical Representative
DA	Department of the Army
DD250	Department of Defense Form 250 (Receiving Report)
DFARS	Defense Federal Acquisition Regulation Supplement
DMDC	Defense Manpower Data Center
DoD	Department of Defense
FAR	Federal Acquisition Regulation
HIPPA	Health Insurance Portability and Accountability Act of 1996
KO	Contracting Officer
OCI	Organizational Conflict of Interest
OCONUS	Outside Continental United States (includes Alaska and Hawaii)
PIPO	Phase In/Phase Out
POC	Point of Contact
PRS	Performance Requirements Summary
QA	Quality Assurance
QAP	Quality Assurance Program
QASP	Quality Assurance Surveillance Plan
QC	Quality Control
QCP	Quality Control Program

CLAUSES INCORPORATED BY FULL TEXT

THE FOLLOWING NAVSUP LOCAL TEXT IS HEREBY MADE PART OF THE STATEMENT OF WORK/PERFORMANCE WORK STATEMENT.

Contractor Unclassified Access to Federally Controlled Facilities, Sensitive Information, Information Technology (IT) Systems or Protected Health Information

Homeland Security Presidential Directive (HSPD)-12, requires government agencies to develop and implement Federal security standards for Federal employees and contractors. The Deputy Secretary of Defense Directive-Type Memorandum (DTM) 08-006 – “DoD Implementation of Homeland Security Presidential Directive – 12 (HSPD-12)” dated November 26, 2008 (or its subsequent DoD instruction) directs implementation of HSPD-12. This clause is in accordance with HSPD-12 and its implementing directives.

APPLICABILITY

This text applies to contractor employees requiring physical access to any area of a federally controlled base, facility or activity and/or requiring access to a DoN or DoD computer/network/system to perform certain unclassified sensitive duties. This clause also applies to contractor employees who access Privacy Act and Protected Health Information, provide support associated with fiduciary duties, or perform duties that have been identified as National Security Position, as advised by the command security manager. It is the responsibility of the responsible security officer of the command/facility where the work is performed to ensure compliance.

Each contractor employee providing services at a Navy Command under this contract is required to obtain a Department of Defense Common Access Card (DoD CAC). Additionally, depending on the level of computer/network access, the contract employee will require a successful investigation as detailed below.

ACCESS TO FEDERAL FACILITIES

Per HSPD-12 and implementing guidance, all contractor employees working at a federally controlled base, facility or activity under this clause will require a DoD CAC. When access to a base, facility or activity is required contractor employees shall in-process with the Command's Security Manager upon arrival to the Command and shall out-process prior to their departure at the completion of the individual's performance under the contract.

ACCESS TO DOD IT SYSTEMS

In accordance with SECNAV M-5510.30, contractor employees who require access to DoN or DoD networks are categorized as IT-I, IT-II, or IT-III. The IT-II level, defined in detail in SECNAV M-5510.30, includes positions which require access to information protected under the Privacy Act, to include Protected Health Information (PHI). All contractor employees under this contract who require access to Privacy Act protected information are therefore categorized no lower than IT-II. IT Levels are determined by the requiring activity's Command Information Assurance Manager.

Contractor employees requiring privileged or IT-I level access, (when specified by the terms of the contract) require a Single Scope Background Investigation (SSBI) or T5 or T5R equivalent investigation, which is a higher level investigation than the National Agency Check with Law and Credit (NACLC)/T3/T3R described below. Due to the privileged system access, an investigation suitable for High Risk national security positions is required. Individuals who have access to system control, monitoring, or administration functions (e.g. system administrator, database administrator) require training and certification to Information Assurance Technical Level 1, and must be trained and certified on the Operating System or Computing Environment they are required to maintain.

Access to sensitive IT systems is contingent upon a favorably adjudicated background investigation. When access to IT systems is required for performance of the contractor employee's duties, such employees shall in-process with the Navy Command's Security Manager and Information Assurance Manager upon arrival to the Navy command and shall out-process prior to their departure at the completion of the individual's performance under the contract. Completion and approval of a System Authorization Access Request Navy (SAAR-N) form is required for all individuals accessing Navy Information Technology resources. The decision to authorize access to a government IT system/network is inherently governmental. The contractor supervisor is not authorized to sign the SAAR-N; therefore, the government employee with knowledge of the system/network access required or the COR shall sign the SAAR-N as the "supervisor".

The SAAR-N shall be forwarded to the Command's Security Manager at least 30 days prior to the individual's start date. Failure to provide the required documentation at least 30 days prior to the individual's start date may result in delaying the individual's start date.

When required to maintain access to required IT systems or networks, the contractor shall ensure that all employees requiring access complete annual Information Assurance (IA) training, and maintain a current requisite background investigation. The Contractor's Security Representative shall contact the Command Security Manager for guidance when reinvestigations are required.

INTERIM ACCESS

The Command's Security Manager may authorize issuance of a DoD CAC and interim access to a DoN or DoD unclassified computer/network upon a favorable review of the investigative questionnaire and advance favorable fingerprint results. When the results of the investigation are received and a favorable determination is not made, the contractor employee working on the contract under interim access will be denied access to the computer network and this denial will not relieve the contractor of his/her responsibility to perform.

DENIAL OR TERMINATION OF ACCESS

The potential consequences of any requirement under this clause including denial or termination of physical or system access in no way relieves the contractor from the requirement to execute performance under the contract within the timeframes specified in the contract. Contractors shall plan ahead in processing their employees and subcontractor employees. The contractor shall insert this clause in all subcontracts when the subcontractor is permitted to have unclassified access to a federally controlled facility, federally-controlled information system/network and/or to government information, meaning information not authorized for public release.

CONTRACTOR'S SECURITY REPRESENTATIVE

The contractor shall designate an employee to serve as the Contractor's Security Representative. Within three work days after contract award, the contractor shall provide to the requiring activity's Security Manager and the Contracting Officer, in writing, the name, title, address and phone number for the Contractor's Security Representative. The Contractor's Security Representative shall be the primary point of contact on any security matter. The Contractor's Security Representative shall not be replaced or removed without prior notice to the Contracting Officer and Command Security Manager.

BACKGROUND INVESTIGATION REQUIREMENTS AND SECURITY APPROVAL PROCESS FOR CONTRACTORS ASSIGNED TO NATIONAL SECURITY POSITIONS OR PERFORMING SENSITIVE DUTIES

Navy security policy requires that all positions be given a sensitivity value based on level of risk factors to ensure appropriate protective measures are applied. Contractor employees under this contract are recognized as Non-Critical Sensitive [ADP/IT-II] positions when the contract scope of work require physical access to a federally controlled base, facility or activity and/or requiring access to a DoD computer/network, to perform unclassified sensitive duties. This designation is also applied to contractor employees who access Privacy Act and Protected Health Information (PHI), provide support associated with fiduciary duties, or perform duties that have been identified as National Security Positions. At a minimum, each contractor employee must be a US citizen and have a favorably completed NACLC or T3 or T3R equivalent investigation to obtain a favorable determination for assignment to a non-critical sensitive or IT-II position. The investigation consists of a standard NAC and a FBI fingerprint check plus law enforcement checks and credit check. Each contractor employee filling a non-critical sensitive or IT-II position is required to complete:

- SF-86 Questionnaire for National Security Positions (or equivalent OPM investigative product)
- Two FD-258 Applicant Fingerprint Cards (or an electronic fingerprint submission)
- Original Signed Release Statements

Failure to provide the required documentation at least 30 days prior to the individual's start date shall result in delaying the individual's start date. Background investigations shall be reinitiated as required to ensure investigations remain current (not older than 10 years) throughout the contract performance period. The Contractor's Security Representative shall contact the Command Security Manager for guidance when reinvestigations are required.

Regardless of their duties or IT access requirements ALL contractor employees shall in-process with the Command's Security Manager upon arrival to the command and shall out-process prior to their departure at the

completion of the individual's performance under the contract. Employees requiring IT access shall also check-in and check-out with the Navy Command's Information Assurance Manager. Completion and approval of a System Authorization Access Request Navy (SAAR-N) form is required for all individuals accessing Navy Information Technology resources. The SAAR-N shall be forwarded to the Navy Command's Security Manager at least 30 days prior to the individual's start date. Failure to provide the required documentation at least 30 days prior to the individual's start date shall result in delaying the individual's start date.

The contractor shall ensure that each contract employee requiring access to IT systems or networks complete annual Information Assurance (IA) training, and maintain a current requisite background investigation. Contractor employees shall accurately complete the required investigative forms prior to submission to the Command Security Manager. The Command's Security Manager will review the submitted documentation for completeness prior to submitting it to the Office of Personnel Management (OPM); Potential suitability or security issues identified may render the contractor employee ineligible for the assignment. An unfavorable determination is final (subject to SF-86 appeal procedures) and such a determination does not relieve the contractor from meeting any contractual obligation under the contract. The Command's Security Manager will forward the required forms to OPM for processing. Once the investigation is complete, the results will be forwarded by OPM to the DoD Central Adjudication Facility (CAF) for a determination.

If the contractor employee already possesses a current favorably adjudicated investigation, the contractor shall submit a Visit Authorization Request (VAR) via the Joint Personnel Adjudication System (JPAS) or a hard copy VAR directly from the contractor's Security Representative. Although the contractor will take JPAS "Owning" role over the contractor employee, the Command will take JPAS "Servicing" role over the contractor employee during the hiring process and for the duration of assignment under that contract. The contractor shall include the IT Position Category per SECNAV M-5510.30 for each employee designated on a VAR. The VAR requires annual renewal for the duration of the employee's performance under the contract.

BACKGROUND INVESTIGATION REQUIREMENTS AND SECURITY APPROVAL PROCESS FOR CONTRACTORS ASSIGNED TO OR PERFORMING NON-SENSITIVE DUTIES

Contractor employee whose work is unclassified and non-sensitive (e.g., performing certain duties such as lawn maintenance, vendor services, etc. ...) and who require physical access to publicly accessible areas to perform those duties shall meet the following minimum requirements:

- Must be either a US citizen or a US permanent resident with a minimum of 3 years legal residency in the United States (as required by The Deputy Secretary of Defense DTM 08-006 or its subsequent DoD instruction) and
- Must have a favorably completed National Agency Check with Written Inquiries (NACI) or T1 investigation equivalent including a FBI fingerprint check prior to installation access.

To be considered for a favorable trustworthiness determination, the Contractor's Security Representative must submit for all employees each of the following:

- SF-85 Questionnaire for Non-Sensitive Positions
- Two FD-258 Applicant Fingerprint Cards (or an electronic fingerprint submission)
- Original Signed Release Statements

The contractor shall ensure each individual employee has a current favorably completed National Agency Check with Written Inquiries (NACI) or T1 equivalent investigation, or ensure successful FBI fingerprint results have been gained and investigation has been processed with OPM

Failure to provide the required documentation at least 30 days prior to the individual's start date may result in delaying the individual's start date.

* Consult with your Command Security Manager and Information Assurance Manager for local policy when IT-III (non-sensitive) access is required for non-US citizens outside the United States.

THE FOLLOWING NAVSUP LOCAL TEXT IS HEREBY MADE PART OF THE STATEMENT OF WORK/PERFORMANCE WORK STATEMENT.

AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicate with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

NAME: CONTRACTING OFFICER
 ADDRESS: 110 YORKTOWN AVE
 NAS JACKSONVILLE, FL 32212
 TELEPHONE: (904) 542-1089

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
1001	Destination	Government	Destination	Government
1002	Destination	Government	Destination	Government
2001	Destination	Government	Destination	Government
2002	Destination	Government	Destination	Government
3001	Destination	Government	Destination	Government
3002	Destination	Government	Destination	Government
4001	Destination	Government	Destination	Government
4002	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	POP 30-SEP-2017 TO 29-SEP-2018	N/A	NMETLC LCDR ROBERT A PILLITIERE 3630 STANLEY ROAD BLDG 2841 STE 1508 FORT SAM HOUSTON TX 78234 (210) 221-6454 FOB: N/A	N68907
0002	POP 30-SEP-2017 TO 29-SEP-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: N/A	N68907
1001	POP 30-SEP-2018 TO 29-SEP-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: N/A	N68907
1002	POP 30-SEP-2018 TO 29-SEP-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: N/A	N68907
2001	POP 30-SEP-2019 TO 29-SEP-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: N/A	N68907
2002	POP 30-SEP-2019 TO 29-SEP-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: N/A	N68907
3001	POP 30-SEP-2020 TO 29-SEP-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: N/A	N68907
3002	POP 30-SEP-2020 TO 29-SEP-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: N/A	N68907
4001	POP 30-SEP-2021 TO 29-SEP-2022	N/A	(SAME AS PREVIOUS LOCATION) FOB: N/A	N68907
4002	POP 30-SEP-2021 TO 29-SEP-2022	N/A	(SAME AS PREVIOUS LOCATION) FOB: N/A	N68907

ACCOUNTING AND APPROPRIATION DATA

AA: 9770130 1882 251 00018 0 068688 2D C09003 00
 COST CODE: 6890774EBF3Q
 AMOUNT: \$251,172.36

ACRN	CLIN/SLIN	CIN	AMOUNT
AA	0001	N6890717RC090030001	\$245,376.00
	0002	N6890717RC090030002	\$5,796.36

CLAUSES INCORPORATED BY REFERENCE

52.203-3	Gratuities	APR 1984
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	APR 2014
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-13	System for Award Management Maintenance	OCT 2016
52.204-18	Commercial and Government Entity Code Maintenance	JUL 2016
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.212-4	Contract Terms and Conditions--Commercial Items	JAN 2017
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.242-13	Bankruptcy	JUL 1995
52.242-15	Stop-Work Order	AUG 1989
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	OCT 2016
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	OCT 2015
252.225-7048	Export-Controlled Items	JUN 2013
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7010	Levies on Contract Payments	DEC 2006
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items	JUN 2013
252.247-7023	Transportation of Supplies by Sea	APR 2014

CLAUSES INCORPORATED BY FULL TEXT

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JAN 2017)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(3) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(4) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

X (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2016) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) [Reserved]

___ (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

___ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

X (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note).

X (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (July 2013) (41 U.S.C. 2313).

___ (10) [Reserved]

___ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

___ (ii) Alternate I (NOV 2011) of 52.219-3.

____ (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

____ (ii) Alternate I (JAN 2011) of 52.219-4.

____ (13) [Reserved]

____ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

____ (ii) Alternate I (NOV 2011).

____ (iii) Alternate II (NOV 2011).

____ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

____ (ii) Alternate I (Oct 1995) of 52.219-7.

____ (iii) Alternate II (Mar 2004) of 52.219-7.

X (16) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)).

____ (17)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2017) (15 U.S.C. 637(d)(4)).

____ (ii) Alternate I (Nov 2016) of 52.219-9.

____ (iii) Alternate II (Nov 2016) of 52.219-9.

____ (iv) Alternate III (Nov 2016) of 52.219-9.

____ (v) Alternate IV (Nov 2016) of 52.219-9.

____ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).

X (19) 52.219-14, Limitations on Subcontracting (JAN 2017) (15 U.S.C. 637(a)(14)).

____ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

____ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

X (22) 52.219-28, Post Award Small Business Program Rerepresentation (July 2013) (15 U.S.C. 632(a)(2)).

____ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).

____ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).

X (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

X (26) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Oct 2016) (E.O. 13126).

X (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

X (28) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).

X (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

X (30) 52.222-36, Equal Opportunity for Workers with Disabilities (July 2014) (29 U.S.C. 793).

X (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

X (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

X (33)(i) 52.222-50, Combating Trafficking in Persons (March 2, 2015) (22 U.S.C. chapter 78 and E.O. 13627).

____ (ii) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

X (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

X (35) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (OCT 2016). (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).

Note to paragraph (b)(35): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

X (36) 52.222-60, Paycheck Transparency (Executive Order 13673) (OCT 2016).

____ (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

____ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

____ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (June, 2016) (E.O. 13693).

____ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (June, 2016) (E.O. 13693).

____ (40) (i) 52.223-13, Acquisition of EPEAT® Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).

____ (ii) Alternate I (OCT 2015) of 52.223-13.

____ (41)(i) 52.223-14, Acquisition of EPEAT® Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).

____ (ii) Alternate I (Jun 2014) of 52.223-14.

____ (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

____ (43)(i) 52.223-16, Acquisition of EPEAT[supreg]-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

____ (ii) Alternate I (Jun 2014) of 52.223-16.

X (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

____ (45) 52.223-20, Aerosols (June, 2016) (E.O. 13693).

____ (46) 52.223-21, Foams (June, 2016) (E.O. 13693).

____ (47)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

____ (ii) Alternate I (JAN 2017) of 52.224-3.

____ (48) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).

____ (49) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

____ (ii) Alternate I (May 2014) of 52.225-3.

____ (iii) Alternate II (May 2014) of 52.225-3.

____ (iv) Alternate III (May 2014) of 52.225-3.

____ (50) 52.225-5, Trade Agreements (Oct 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X (51) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

____ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

____ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150)

____ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

____ (55) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

____ (56) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

X (57) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (July 2013) (31 U.S.C. 3332).

____ (58) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (July 2013) (31 U.S.C. 3332).

____ (59) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

____ (60) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

____ (61) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(12)).

____ (62)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

____ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

X (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495).

____ (2) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

____ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

____ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

____ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

____ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67).

X (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67).

____ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015) (E.O. 13658).

____ (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

____ (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

____ (11) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iv) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(v) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(vi) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).

(vii) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

(viii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(ix) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).

(x) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xi) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).

(xii) ____ (A) 52.222-50, Combating Trafficking in Persons (March 2, 2015) (22 U.S.C. chapter 78 and E.O. 13627).

____ (B) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xiii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)

(xiv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)

(xv) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).

(xvi) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).

(xvii) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (OCT 2016) (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).

Note to paragraph (e)(1)(xvii): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

(xviii) 52.222-60, Paycheck Transparency (Executive Order 13673) (OCT 2016)).

(xix) (A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

(B) Alternate I (JAN 2017) of 52.224-3.

(xx) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(xxi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxiii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor **5 DAYS** prior to contract expiration.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within **5 days** before the contract expires; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least **10 days** before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **66 months**.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR Clauses: <http://acquisition.gov/far/>

DFARS Clauses: <http://www.acq.osd.mil/dpap/dars/dfarspgi/current/>

(End of clause)

252.219-7009 SECTION 8(A) DIRECT AWARD (SEP 2007)

(a) This contract is issued as a direct award between the contracting office and the 8(a) Contractor pursuant to the Partnership Agreement between the Small Business Administration (SBA) and the Department of Defense. Accordingly, the SBA, even if not identified in Section A of this contract, is the prime contractor and retains responsibility for 8(a) certification, for 8(a) eligibility determinations and related issues, and for providing counseling and assistance to the 8(a) Contractor under the 8(a) Program. The cognizant SBA district office is:

SAN ANTONIO DISTRICT OFFICE**U.S. SMALL BUSINESS ADMINISTRATION**

Hipolito F. Garcia Federal Building & U.S. Court House

615 E. Houston Street, Suite 298

San Antonio, TX 78205

(210) 403-5900

(b) The contracting office is responsible for administering the contract and for taking any action on behalf of the Government under the terms and conditions of the contract; provided that the contracting office shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting office also shall coordinate with the SBA prior to processing any novation agreement. The contracting office may assign contract administration functions to a contract administration office.

(c) The 8(a) Contractor agrees that--

(1) It will notify the Contracting Officer, simultaneous with its notification to the SBA (as required by SBA's 8(a) regulations at 13 CFR 124.308), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with Section 407 of Pub. L. 100-656, transfer of ownership or control shall result in termination of the contract for convenience, unless the SBA waives the requirement for termination prior to the actual relinquishing of ownership and control; and

(2) It will not subcontract the performance of any of the requirements of this contract without the prior written approval of the SBA and the Contracting Officer.

(End of Clause)

252.227-7020 RIGHTS IN SPECIAL WORKS (JUN 1995)

(a) Applicability. This clause applies to works first created, generated, or produced and required to be delivered under this contract.

(b) Definitions. As used in this clause:

(1) "Computer data base" means a collection of data recorded in a form capable of being processed by a computer. The term does not include computer software.

(2) "Computer program" means a set of instructions, rules, or routines recorded in a form that is capable of causing a computer to perform a specific operation or series of operations.

(3) "Computer software" means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae and related material that would enable the software to be reproduced, recreated, or recompiled. Computer software does not include computer data bases or computer software documentation.

(4) "Computer software documentation" means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

(5) "Unlimited rights" means the rights to use, modify, reproduce, perform, display, release, or disclose a work in whole or in part, in any manner, and for any purpose whatsoever, and to have or authorize others to do so.

(6) The term "works" includes computer data bases, computer software, or computer software documentation; literary, musical, choreographic, or dramatic compositions; pantomimes; pictorial, graphic, or sculptural compositions; motion pictures and other audiovisual compositions; sound recordings in any medium; or, items of similar nature.

(c) License rights.

(1) The Government shall have unlimited rights in works first produced, created, or generated and required to be delivered under this contract.

(2) When a work is first produced, created, or generated under this contract, and such work is required to be delivered under this contract, the Contractor shall assign copyright in those works to the Government. The Contractor, unless directed to the contrary by the Contracting Officer, shall place the following notice on such works: "<Copyright> (Year date of delivery) United States Government, as represented by the Secretary of (department). All rights reserved."

For phonorecords, the "<Copyright>" markings shall be replaced by a "P".

(3) The Contractor grants to the Government a royalty-free, world-wide, nonexclusive, irrevocable license to reproduce, prepare derivative works from, distribute, perform, or display, and to have or authorize others to do so, the Contractor's copyrighted works not first produced, created, or generated under this contract that have been incorporated into the works deliverable under this contract.

(d) Third party copyrighted data. The Contractor shall not incorporate, without the written approval of the Contracting Officer, any copyrighted works in the works to be delivered under this contract unless the Contractor is the copyright owner or has obtained for the Government the license rights necessary to perfect a license of the scope identified in paragraph (c)(3) of this clause and, prior to delivery of such works--

(1) Has affixed to the transmittal document a statement of the license rights obtained; or

(2) For computer software, has provided a statement of the license rights obtained in a form acceptable to the Contracting Officer.

(e) Indemnification. The Contractor shall indemnify and save and hold harmless the Government, and its officers, agents and employees acting for the Government, against any liability, including costs and expenses, (1) for violation of proprietary rights, copyrights, or rights of privacy or publicity, arising out of the creation, delivery, use, modification, reproduction, release, performance, display, or disclosure of any works furnished under this contract, or (2) based upon any libelous or other unlawful matter contained in such works.

(f) Government-furnished information. Paragraphs (d) and (e) of this clause are not applicable to information furnished to the Contractor by the Government and incorporated in the works delivered under this contract.

(End of clause)

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

(a) Definitions. As used in this clause--

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall--

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this Web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through

WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

2-IN-1

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

N68907

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	HQ0248
Issue By DoDAAC	N68836
Admin DoDAAC	N68836
Inspect By DoDAAC	NA
Ship To Code	NA
Ship From Code	NA
Mark For Code	NA
Service Approver (DoDAAC)	N68907
Service Acceptor (DoDAAC)	N68907
Accept at Other DoDAAC	NA
LPO DoDAAC	N68907
DCAA Auditor DoDAAC	NA
Other DoDAAC(s)	NA

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the “Send Additional Email Notifications” field of WAWF once a document is submitted in the system.

robert.a.pillitiere.mil@mail.mil janice.k.morrison.civ@mail.mil patricia.l.keilberg.civ@mail.mil

(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

NA

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Attachment 2	Quality Assurance Surveillance Plan	2	23-AUG-2017